

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

AT&T CORP.,
a New York corporation,

Plaintiff,

v.

STRATACACHE, INC.
an Ohio corporation for profit,

Defendant.

COMPLAINT

Plaintiff, AT&T Corp. (hereinafter “Plaintiff” or “AT&T”), a New York corporation, by and through its undersigned counsel, for its Complaint against Defendant, Stratacache, Inc. (hereinafter “Defendant” or “Stratacache”), an Ohio corporation for profit, submits as follows:

PARTIES

1. Plaintiff AT&T Corp. is a corporation organized and existing under the laws of the state of New York, with its principal place of business located at One AT&T Way, Bedminster, New Jersey, 07921, and authorized to do business as a foreign profit corporation within the State of Ohio.

2. Upon information and belief, Stratacache is a corporation for profit organized and existing under laws of the state of Ohio, with its principal place of business located at 40 N. Main Street, Suite 2600, Montgomery County, Dayton, Ohio 45423-1008.

JURISDICTION AND VENUE

3. The United States District Court for the Southern District of Ohio has jurisdiction over Stratacache in that Stratacache is doing business within the State of Ohio and some of the performance under the contracts, which give rise to this dispute, took place within the State of Ohio.

4. The United States District Court for the Southern District of Ohio has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a), in that the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between parties that are domiciled in different states.

5. Venue is proper under 28 U.S.C. §1391(b)(1), in that Stratacache resides within the judicial district of the United States District Court for the Southern District of Ohio pursuant to 28 U.S.C. §1391(c)(2).

6. Venue is proper under 28 U.S.C. §1391(b)(2) in that some of the activities which give rise to the dispute, took place in the Southern District of Ohio.

7. The Master Agreement between AT&T Corp. and Stratacache states “This Agreement will be governed by the law of the State of New York ...”. See Exhibit 1 at § 10.11.

GENERAL ALLEGATIONS

8. AT&T is a provider of telecommunication, long distance fiber broadband, managed internet, and other telecommunication services.

9. Stratacache entered into various contracts with AT&T since 2010.

10. The relevant and subject contracts include a Master Agreement (Contract Id: 20150527-8579) signed by Stratacache on May 27, 2015; and an AT&T Enterprise Hosting Addendum Agreement (Contract Id: 4659684) signed by Stratacache on October 6, 2015 (collectively, the “Contracts”).

11. AT&T provided hosting and other telecommunication services (the “Services”) to Stratacache under account number 073942 (the “Account”).

12. The terms and conditions of the Contracts governed the provisioning of the Services to Stratacache.

13. AT&T provided the Services to Stratacache and billed Stratacache for the Services on a monthly basis and in accordance with the terms of the Contracts.

14. AT&T billed Stratacache for Services provided from approximately December 2018 through ongoing, which included bandwidth usage and overage charges incurred by Stratacache on the Account.

15. Stratacache has failed to pay all amounts due including, but not limited to, amounts due for the Services and other charges which exceed \$450,301.37.

16. AT&T has demanded payment for the Services provided to Stratacache, but has received no part of the balance due.

17. AT&T seeks judgement in the principal amount of \$450,301.37 due and owing under the Account, plus accrued interest at 1.5% per month (18% per annum) or the maximum rate allowed by law, and costs of collection, including reasonable attorney’s fees.

FIRST CAUSE OF ACTION
(Breach of Contract)

18. AT&T incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1 through 17 above.

19. Stratacache's refusal and failure to pay amounts due and owing for the Services, as set forth above, constitutes a breach of the Contracts.

20. AT&T performed all of its obligations under the Contracts.

21. As a result of Stratacache's breach of the Contracts, AT&T has suffered damages in the amount to be determined at trial, which is not less than \$450,301.37.

22. Stratacache has failed to pay all amounts due under the Account.

23. The principal unpaid amount due under the Account is \$450,301.37.

24. AT&T has demanded payment in full for the Services provided to Stratacache, but has received no part of the \$450,301.37 principal amount due and owing.

25. AT&T is entitled to all amounts owed under the Contracts including, but not limited to, the principal amount of at least \$450,301.37, plus pre-and post-judgment interest at the rate 1.5% per month (18% per annum), or the maximum allowed by law; plus all costs including attorney's fees.

SECOND CAUSE OF ACTION
(Quantum Meruit/Unjust Enrichment)

26. AT&T incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1-2, 4-6, 8, 11, 14 through 17, and 22 through 24, above.

27. AT&T provided the Services to Stratacache under the Account.

28. The Services were provided by AT&T with the reasonable expectation that AT&T would be paid for the Services.

29. Stratacache requested, accepted, and utilized the Services expecting to pay for them or under such circumstances that it knew, or as a reasonable organization should have known, that AT&T expected to be paid.

30. By failing to pay AT&T the sums owed, Stratacache was unjustly enriched and is indebted to AT&T under the theory of *quantum meruit* or unjust enrichment in an amount to be determined at trial, but no less than \$450,301.37.

CLAIM FOR RELIEF

WHEREFORE, AT&T Corp. prays for judgment in its favor and against Stratacache as set forth below:

a. On its First Claim for Relief - Breach of Contract, for amounts due and owing under the Contracts including, but not limited to, \$450,301.37 in unpaid charges, taxes and fees, as well as interest at the contract rate of 1.5% per month (18% per annum), or the maximum rate allowed by law, attorney's fees and other costs pursuant to the Contracts;

b. In the alternative, on its Second Claim for Relief - Quantum Meruit/Unjust Enrichment for amounts due and owing for Services provided to Stratacache in an amount not less than \$450,301.37;

c. On all claims, for interest, costs and attorney fees as allowed by law and under the Contracts; and

d. On all claims, for such other and further relief as the Court may seem appropriate under the circumstances of this case.

DATED this 8th day of April 2021.

/s/ Patrick R. Akers

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***ATTORNEYS FOR PLAINTIFF,
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